

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA**

ALEXANDER LOFTON,

PLAINTIFF,

VS.

WORTHINGTON INDUSTRIES, INC., AN
OHIO CORPORATION; WORTHINGTON
CYLINDERS WISCONSIN, LLC;
WORTHINGTON CYLINDER
CORPORATION; NEWELL BRANDS INC.,
F/K/A NEWELL RUBBERMAID; WESTERN
INDUSTRIES, INC.; VICTOR
TECHNOLOGIES INTERNATIONAL,
INC.;, AND DOES 1 THROUGH 100, INCLUSIVE,

DEFENDANTS.

CASE NO.:

**COMPLAINT FOR DAMAGES AND
PUNITIVE DAMAGES
[S.C.CODE. § 15-32-510]**

DEMAND FOR JURY TRIAL

COMPLAINT FILED: MAY 24, 2017
TRIAL DATE: NOT SET

COMES NOW, Plaintiff, ALEXANDER LOFTON, and alleges and complains against
Defendants herein as follows:

I.

PARTIES, JURISDICTION & VENUE

1. At all times relevant herein, Plaintiff Alexander Lofton is and was an individual
plaintiff residing in the Mount Pleasant, Charleston County, State of South Carolina.

2. Plaintiff is informed and believes, and based thereon alleges that at all times
relevant herein, defendant Victor Technologies International, Inc. (hereinafter “Victor”) is and
was a corporation which, among other things, included subsidiaries which marketed and
distributed torches for use with MAPP Gas¹ cylinders as further described below. Plaintiff is
informed and believes, and based thereon alleges that defendant Victor was duly formed under

¹ MAPP Gas is liquefied petroleum gas (LPG) mixed with methylacetylenepropadiene, and
hereinafter will be referred to solely as “MAPP Gas.”

1 the laws of the state of Missouri, and that its principal place of business is in the state of
2 California.

3 3. At all times mentioned here, defendants Worthington Industries, Inc., and
4 Worthington Cylinder Corporation, were and are corporations duly organized and existing
5 pursuant to the laws of the State of Ohio, with principal places of business in the City of
6 Columbus, County of Franklin, State of Ohio.

7 4. At all times mentioned here, Defendant Worthington Cylinders Wisconsin, LLC
8 was and is a limited liability company organized and existing pursuant to the laws of the State of
9 Ohio, with principal places of business in the City of Columbus, Franklin County, Ohio.

10 5. Plaintiff is informed and believes, and based thereon alleges that at all times
11 relevant herein, Defendants, Worthington Industries, Inc., Worthington Cylinder Corporation and
12 Worthington Cylinders Wisconsin, LLC (hereinafter collectively as “Worthington Defendants”)

13 6. At all times mentioned here, Defendant Newell Brands Inc., formerly known as
14 Newell Rubbermaid (hereinafter Newell Defendant) which is duly organized and exiting
15 pursuant to the laws of the State of Delaware with its principal place of business is in the City of
16 Hoboken, Hudson County, New Jersey.

17 7. Plaintiff is informed and believes, the Newell Defendant and Worthington
18 Defendants among other things, included subsidiaries which manufactured, marketed and
19 distributed Bernzomatic torches for use with MAPP Gas cylinders.

20 8. Plaintiff is informed and believes, and based thereon alleges that at all times
21 relevant herein Defendant Western Industries, Inc. (hereinafter “Western Industries”) was duly
22 formed under the laws of the state of Wisconsin, and that its principal place of business is in the
23 state of California.

24 9. Plaintiff is informed and believes, and based thereon alleges that at all times
25 relevant herein Victor Technologies, Inc., (hereinafter “Victor”) is and was a corporation which,
26 among other things, included divisions and/or subsidiaries that marketed and distributed MAPP
27 Gas cylinders and torches for use with MAPP Gas cylinders as further described below. Plaintiff
28 is informed and believes, and based thereon alleges that Defendant Victor, Inc. was duly formed

1 under the laws of the state of Pennsylvania, and that its principal place of business is in the state
2 of California.

3 10. Plaintiff is informed and believes, and based thereon alleges that at all times
4 relevant herein, the Victor Defendant manufactured and distributed the MAPP Gas cylinder
5 referenced throughout this complaint. At all times relevant herein Defendants designed, tested,
6 manufactured, marketed, sold, distributed, supplied, wholesaled, and retailed such disposable
7 MAPP Gas cylinders under the label of various brands, including but not limited to that of
8 Defendant Victor.

9 11. Plaintiff is informed and believes, and based thereon alleges that at all times
10 relevant herein, Defendants distributed the MAPP Gas cylinder referenced throughout this
11 complaint. At all times relevant herein Defendants marketed, sold, distributed, supplied,
12 wholesaled, and retailed disposable MAPP Gas cylinders sourced from the Defendants.

13 12. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
14 Does 1 through 100, inclusive, and therefore sues those defendants by such fictitious names.
15 Plaintiff will amend this complaint to allege the true names and capacities of said defendants if
16 and when that information is ascertained. Does 1 through 100, inclusive, were and are product
17 providers and/or manufacturers, or were in some way situated in the stream of commerce relative
18 to the defective and/or unsafe product which caused or contributed to Plaintiff's injuries as
19 alleged more fully hereinafter in this Complaint.

20 13. Plaintiff is informed and believes that at all times mentioned herein, the
21 Defendants and each of them were the principals, agents, servants, joint venturers, authorized
22 representatives, delegates, successors, and/or subsidiaries of the other defendants named herein,
23 and were acting within the course and scope of said agency, service, joint venture,
24 representation, delegation, succession, and/or subsidiary relationship.

25 14. This Court has jurisdiction over this action and the defendants named herein due
26 to the Defendants' residence in the state of South Carolina, or alternatively due to the
27 defendants' purposeful avilment of the protection of the laws of the South Carolina.
28

1 the public, in conscious disregard of the safety of consumers and/or end users of the product, and
2 for the express purpose of furthering their pecuniary interests.

3 20. The Defendants, including but not limited to the Victor Defendant manufactured
4 MAPP Gas cylinders for retail sale to the public at stores across the United States, including
5 South Carolina, and internationally as well. MAPP Gas cylinders manufactured by the
6 Defendants were made available under private-label for retail sale under the banner of a variety
7 of brands.

8 21. The BernzOmatic torch is designed for use with MAPP gas cylinders with a
9 ‘CGA 600’ connector. BernzOmatic was a company owned by Newell Brands Inc., formerly
10 known as Newell Rubbermaid. On July 5, 2011, the Worthington Defendants acquired
11 BernzOmatic. The BernzOmatic torch was marketed by the Newell Defendant and followed by
12 the Worthington Defendants for use by professionals and mechanics engaged in fixing
13 machinery, and other industrial applications requiring the direct application of localized heat in a
14 controlled fashion.

15 22. Prior to the Plaintiff’s injuries that are the subject of this action and are described
16 in further detail below, Plaintiff Alexander Lofton purchased a MAPP gas cylinder
17 manufactured, distributed and sold by the Victor Defendant.

18 23. On May 25, 2014, the date of the injuries complained of herein occurred, Plaintiff
19 utilized the Newell Defendant, Worthington Defendants, “BernzOmatic” model torch to the
20 CGA 600 fitting of the Victor MAPP Gas cylinder described in paragraph 19, above. Plaintiff
21 then ignited the torch and began to apply the torch’s heat to a metal part for the purpose
22 loosening it and removing it from a vehicle he was working on at his home.

23 24. Upon information and believe the MAPP Gas canister with the associated product
24 literature contained a written representation with words to the effect that, among other things,
25 one of the intended and/or acceptable uses of the torch was for heating up stuck metal parts due
26 to corrosion or rust with the purpose of freeing up or separating the parts. In making this
27 representation, Victor intended for consumers to use its MAPP gas to separate corroded or stuck
28

1 metal mechanical parts by applying direct heat, and knew and intended that consumers would
2 use its cylinders and/or torches in that manner.

3 25. Defendants and each of them at all times herein mentioned knew and intended
4 that the torches and MAPP Gas cylinders they designed, manufactured, marketed and sold with
5 the expectation and intent of conjoined use would be purchased and used by consumers without
6 knowledge of what constitutes material defects in the products, and without the ability to inspect
7 for or detect and identify the defects here in issue, and would thus employ the conjoined torch
8 and cylinder to its intended use and/or to foreseeable misuse without inspection for defects
9 therein or in any of its adjunct components.

10 26. While Plaintiff Alexander Lofton was using the BernzOmatic torch in conjunction
11 with the Victor Defendant manufactured MAPP Gas cylinder, to heat up the stuck vehicle metal
12 part, a foreseeable and intended use by all defendants, the cylinder spontaneously failed in the
13 region of the main valve housing to cylinder shell joint because of the design and manufacturing
14 defects in the MAPP Gas cylinder and the BernzOmatic torch.

15 27. The rupture of the cylinder allowed the volatile, pressurized MAPP Gas to escape
16 from the cylinder in an uncontrolled fashion and ignite, causing the MAPP gas cylinder to emit a
17 massive gout of flame more than 3,000 degrees Fahrenheit, and causing Plaintiff to suffer severe
18 burn injuries.

19 28. The MAPP Gas cylinder and BernzOmatic torch at issue in this case were, at the
20 time Plaintiff purchased them and at all times thereafter, defective and unsafe for their intended
21 purposes in that the design, manufacture and/or workmanship of the torch, cylinder, and their
22 component parts were such that the cylinder could and did spontaneously fail under normal and
23 anticipated uses and/or conditions which should never have caused any failure of any kind in the
24 cylinder, and which failure allowed the uncontrolled release of MAPP Gas which resulted in a
25 uncontrolled fire and Plaintiff's burn injuries.

26 29. Plaintiff was required to receive treatment in the hospital for first-, second-, and
27 third-degree burns he suffered in the fire caused by the defective products as alleged
28 hereinabove, and Plaintiff missed work while he recuperated, suffering wage loss, as well as

1 medical expenses, extraordinary physical pain and mental suffering, and permanent scarring and
2 weakening of his skin which places him at greater risk of injury and infection, and prolongs
3 healing time.

4 30. Both the BernzOmatic and the Victor MAPP cylinder were substantial factors in
5 causing the foregoing, all to Plaintiff's past and future damage.

6 **III.**

7 **FIRST CAUSE OF ACTION – STRICT PRODUCTS LIABILITY**

8 31. Plaintiffs incorporate by this reference the allegations, and each of them,
9 contained in paragraphs 1 through 30 above, as though fully set forth herein.

10 32. Plaintiff alleges that MAPP Gas is an ultrahazardous substance, requiring the
11 utmost care in design and manufacturing of containment vessels and/or tools for its
12 transportation and/or use in the field by consumers, to include the NRT (non-refillable tall) type
13 MAPP Gas cylinders here in issue and torches designed for use with NRT type MAPP Gas
14 cylinders.

15 33. At all times mentioned in this complaint, the MAPP gas cylinder that caused
16 Plaintiff's injuries and/or its component parts, were defective as to design, manufacture, and
17 warnings, which caused the torch, cylinder and/or their component parts to be in a dangerous and
18 defective condition and prone to failure, and which made them unreasonably dangerous and
19 unsafe for their intended use.

20 34. At all times mentioned in this complaint, the Newell Defendant's and
21 Worthington Defendants' knew the BernzOmatic torch that caused Plaintiff's injuries and/or its
22 component parts, were defective as to design, manufacture, and warnings, which caused the
23 torch, cylinder and/or their component parts to be in a dangerous and defective condition and
24 prone to failure, and which made them unreasonably dangerous and unsafe for their intended use.

25 35. Plaintiff is informed and believes that the torch and/or cylinder contained one or
26 more manufacturing defects when they left the possession of defendants in that the cylinder's
27 main valve housing joint was known to defendants to fail at loads well below its intended design
28 strength, and that the Newell Defendant's and Worthington Defendant's BernzOmatic torch

1 greatly increased the risk of rupture of the cylinder by multiplying the force applied to the main
2 valve housing joint.

3 36. Plaintiff further alleges that the design of the BernzOmatic torch and/or Victor
4 MAPP Gas cylinder that caused Plaintiff's injuries were defective because the torch and/or
5 cylinder did not perform as safely as an ordinary consumer would have expected them to
6 perform when used in the manner that Plaintiff did at the time of the incident that is the subject
7 of this case, and that the manner in which Plaintiff used the Newell Defendant's and
8 Worthington Defendant's BernzOmatic torch and Victor MAPP Gas cylinder at the time of the
9 incident was directly in accord with the respective Defendants' foreseeable and intended uses of
10 those products.

11 37. Defendants, and each of them, designed, manufactured, distributed, marketed
12 and/or sold the torch and/or cylinder, and the torch and/or cylinder contained one or more
13 manufacturing and/or design defects when they left Defendants' possession.

14 38. As a direct and proximate result of the defective and dangerous condition of torch,
15 cylinder and/or their component parts as described above, Plaintiff sustained first-, second-, and
16 third- degree burns to his face, arms, and hand, physical pain and discomfort, immobility,
17 disfigurement, lost wages, and emotional trauma and mental anguish.

18 **IV.**

19 **SECOND CAUSE OF ACTION – STRICT LIABILITY FOR FAILURE TO WARN**

20 39. Plaintiffs incorporate by this reference the allegations, and each of them,
21 contained in paragraphs 1 through 39 above, as though fully set forth herein.

22 40. The Worthington Defendants' and Newell Defendant's BernzOmatic torch and
23 MAPP gas cylinder that caused Plaintiff's injuries failed to contain instructions and warnings
24 necessary and sufficient to alert consumers and users of the product of the dangers posed by the
25 products, the consequences that could result from those dangers, and how to avoid or prevent
26 those dangers from occurring and or causing injury to consumers and users of the products.

27 41. These dangers and risks were known to all Defendants herein, including Western
28 Industries, Newell Defendant, Worthington Defendants, Victor, and Does 1 through 100

1 inclusive at the time the Worthington Defendants' torch and Victor MAPP Gas cylinder that are
2 the subject of this litigation were designed, manufactured, distributed, marketed and sold.

3 42. The above risks presented a substantial danger to purchasers and users of both the
4 Victor MAPP Gas cylinder and the Worthington Defendants' BernzOmatic torch that ordinary
5 consumers would not have recognized or expected, particularly without adequate warning.

6 43. Plaintiff was injured while using the subject torch and cylinder in the manner
7 intended, foreseen, and foreseeable to Defendants.

8 44. The lack of sufficient instructions or warnings, as well as the defects described
9 above, were the proximate causes and/or were substantial factors in causing Plaintiff's injuries as
10 described above.

11 **V.**

12 **THIRD CAUSE OF ACTION – NEGLIGENCE**

13 45. Plaintiffs incorporate by this reference the allegations, and each of them,
14 contained in paragraphs 1 through 44 above, as though fully set forth herein.

15 46. Plaintiffs are informed and believe and on the basis of belief allege the Newell
16 Defendant's and Worthington Defendants' BernzOmatic torch was a substantial factor causing
17 Plaintiff's injuries was designed, manufactured, distributed, marketed and/or sold by the Newell
18 Defendant and Worthington Defendants.

19 47. Plaintiffs are informed and believe and allege the Victor MAPP gas cylinder that
20 was a substantial factor causing Plaintiff's injuries was designed, manufactured, distributed,
21 marketed and/or sold by the Victor Defendant.

22 48. Plaintiffs are informed and believe and allege the Victor MAPP Gas cylinder that
23 was a substantial factor causing Plaintiff's injuries was distributed, marketed and/or sold by
24 Defendant Victor.

25 49. The Defendants were negligent in designing, manufacturing, and/or releasing into
26 the stream of commerce the BernzOmatic torch and the MAPP Gas cylinder in that they failed to
27 use the amount of care in designing and/or manufacturing the torch and cylinder that a
28 reasonably careful designer and manufacturer would use in similar circumstances to avoid

1 exposing others to a foreseeable risk of harm caused by the ultrahazardous MAPP Gas contained
2 in the cylinders.

3 50. The Defendants' designs constitute an inherent defect because it has been proven
4 MAPP gas cylinders spontaneously leak, combust, explode and cause severe injuries when a load
5 such as the BernzOmatic is placed upon the brazed bushing joint of the cylinder.

6 51. Plaintiff was harmed as the direct and proximate result of Defendants' negligence
7 when the Victor MAPP Gas cylinder exploded and rapidly discharged its contents while it was
8 being used in accordance with its instructions and intended use.

9 52. The negligence of defendants, and each of them, in the design and manufacture of
10 the subject torch and cylinder as specified above, was the proximate cause of plaintiffs' injuries.

11 53. The negligence of defendants, and each of them, as set forth above, was a
12 substantial factor in causing plaintiffs' injuries.

13 **VI.**

14 **FOURTH CAUSE OF ACTION – NEGLIGENT FAILURE TO WARN**

15 54. Plaintiffs incorporate by this reference the allegations, and each of them,
16 contained in paragraphs 1 through 54 above, as though fully set forth herein.

17 55. Defendants, and each of them, were negligent by not using reasonable care to
18 adequately warn or instruct consumers about the dangerous condition(s) in the Victor MAPP gas
19 cylinder and/or BernzOmatic torch that caused Plaintiff's injuries, or about the circumstances
20 that are likely to make the consumer's use of the torch and cylinder in conjunction dangerous.

21 56. Defendants, and each of them, knew or reasonably should have known that the
22 torch and MAPP cylinders presented an unreasonable danger of explosion, or that the cylinder
23 was likely to explode, when used in a reasonably foreseeable manner.

24 57. Defendants knew or reasonably should have known that users of the torch and
25 cylinder would not realize this danger, yet failed to adequately warn of the danger or instruct
26 users on the safe use of the torch to prevent the type of injuries that Plaintiff sustained.

60. The negligence of the Defendants, and each of them, in failing to provide adequate warnings as set forth above, was a substantial factor in causing Plaintiff's injuries.

FIFTH CAUSE OF ACTION-
NEGLIGENT MISREPRESENTATION

62. The Defendants' engaged in a false representation in its product related information and labeling which stated words to the effect that the use of the MAPP Cylinder and Bernzomatic torch were appropriate for heating stuck metal parts for the purpose of separating them.

64. The Defendants had a duty of making sure their product was safe for which it was being used and represented as fit.

66. The Plaintiff, suffered injuries and lost time at work as a result of the injuries sustained by him related to him relying on the Defendant's misrepresentations and getting injured as a result.

VIII.

FIFTH CAUSE OF ACTION –

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

67. Plaintiffs incorporate by this reference the allegations, and each of them, contained in paragraphs 1 through 67 above, as though fully set forth herein.

68. Defendants, acted intentionally or recklessly and each of them, negligent in designing, manufacturing, distributing and/or selling the defective BernzOmatic torch and MAPP Gas cylinder that caused Plaintiff's injuries.

69. The conduct by the Defendant's was so extreme and outrageous as to exceed all possible bounds of decency and must be regarded as atrocious, and utterly intolerable in a civilized community.

70. Plaintiff suffered serious emotional distress because of experiencing the incident and its aftermath, including severe mental suffering, grief, anguish, anxiety, depression, worry, and shock.

71. The emotional distress experienced by the Plaintiff was so severe so that no reasonable man could be expected to endure in designing, manufacturing, distributing, marketing and selling the defective torch and/or MAPP gas cylinder which was a proximate cause and/or a substantial factor in causing Plaintiff's serious emotional distress.

IX.

SIXTH CAUSE OF ACTION – NEGLIGENT FAILURE TO RECALL

72. Plaintiffs incorporate by this reference the allegations, and each of them, contained in paragraphs 1 through 71 above, as though fully set forth herein.

73. Defendants knew or reasonably should have known the BernzOmatic torch and MAPP gas cylinder were dangerous or were likely to be dangerous when used in a reasonably foreseeable manner.

74. On the basis of information and belief, Plaintiff alleges Defendants became aware of these defects after the products were initially sold.

75. Defendants failed to recall their products or to warn of the dangers posed by the products when used in a reasonably foreseeable manner.

76. A reasonable manufacturer, distributor, or seller under the same or similar circumstances would have recalled the subject products.

77. Plaintiff was harmed because of this failure, and Defendants' failure to recall the products was a substantial factor in causing Plaintiff's harm.

X.

PUNITIVE DAMAGES ARE APPROPRIATE PURSUANT TO S.C. CODE § 15-32-510

78. Plaintiffs incorporate by this reference the allegations, and each of them, contained in paragraphs 1 through 77 above, as though fully set forth herein.

79. The conduct of Defendants and each of them as described above and below is so despicable, oppressive, malicious, and fraudulent as to entitle Plaintiff to punitive damages for sake of example and by way of punishing Defendants.

80. Defendants' officers, directors, or managing agents had knowledge of the defect that is the subject of this suit, pre-dating the incident that resulted in the above-described injuries to Plaintiff. Despite that knowledge, Defendants willfully continued to release their products into the stream of commerce, with conscious disregard for consumer safety, including that of the Plaintiff.

81. Defendants deliberately concealed from Plaintiff and the public generally the material fact of the above-described defect, with the intention of depriving Plaintiff and the public generally their personal and property rights, and to cause injury to Plaintiff and the public generally, for the sake of pecuniary gain.

82. The injuries suffered by Plaintiff because of Defendants' despicable conduct were a cruel and unjust hardship, depriving Plaintiff of his personal and property rights.

83. Plaintiff alleges that Defendant Western Industries, Worthington Defendants and Newell Defendant could have easily and inexpensively manufactured the MAPP cylinder in a way that would have eliminated the risk of the failure that here occurred, or could have used an alternative commodity that would not have required the used of the CuNiP braze paste, and that

1 Western, Worthington Defendants, Newell Defendant were expressly aware that it had those
2 options available to it. Despite that knowledge, Western, Worthington Defendants and Newell
3 Defendants refused to implement these options, and instead actively concealed the dangers
4 associated with its product to preserve its monopoly position in the NRT gas cylinder industry as
5 the only supplier of MAPP Gas in NRT cylinders. Such actions were motivated solely by
6 Western's, Worthington Defendants' and Newell Defendant's desire for pecuniary gain, and
7 were undertaken in conscious disregard of the knowledge that unsuspecting consumers would
8 suffer horrific burn injuries and even death as a result.

9 84. Newell Defendant and Worthington Defendants could easily and economically
10 have designed their BenzOmatic torch to prevent or reduce loading the brazed main valve
11 housing joint, or warned users not to employ the BenzOmatic torch in conjunction with a MAPP
12 Gas cylinder. Newell Defendant and Worthington Defendants failed to do so for pecuniary gain.

13 85. Defendant Victor could easily and economically have chosen a MAPP gas
14 substitute, such as the propylene gas it now sells as MAPPro, which is a functionally-equivalent
15 gas not bottled in cylinders with CuNiP brazing and thus is not subject to the same defect
16 besetting MAPP gas cylinders. Alternatively, Defendant Victor could have refused to resell
17 Western Industries' MAPP cylinders based on their knowledge of the cylinders' defects.

18 86. Plaintiff further alleges based on information and belief the above-captioned
19 Defendants and each of them had been sued several times before plaintiff sustained these
20 injuries, and by those earlier suits, were aware that the CuNiP braze caused the MAPP Gas
21 cylinders to fail at the specified locations and caused severe injuries. The above-captioned
22 Defendants took no action whatsoever to remedy the defects or warn the public of the defect and
23 the potential for catastrophic failure, and in fact took steps to actively conceal the defect from the
24 public for the purpose of ensuring continued sales of their products. As a result of their failure to
25 act, Plaintiff and many others like him have suffered catastrophic burn injuries.

26 87. Plaintiff alleges that the captioned defendants continue to take no or despicably
27 insufficient action to remedy the above-described defects, and still do not sufficiently apprise
28 consumers of the risk of the above-described failures, despite the knowledge that millions of

1 defective and dangerous MAPP Gas cylinders remain in the homes and workplaces of
2 unsuspecting consumers who are unaware of the extraordinary danger the devices present.

3 88. Plaintiff alleges that the foregoing acts and/or omissions by defendants herein
4 were undertaken with the knowledge of, and at the direction of, the executive management of
5 each of said defendants, and that such acts and/or omissions constitute willfully malicious,
6 oppressive, or fraudulent conduct sufficient to be motivated primarily by unreasonable financial
7 gain together with a high likelihood of injury or alternatively the defendants' actions could
8 subject the defendants to conviction of a felony and that act or course of conduct was a
9 proximate cause of the plaintiff's damages pursuant to the requirements for punitive damages
10 under *S.C.CODE*. § 15-32-510.

11 89. For these reasons, and upon satisfactory proof of these allegations, Plaintiff prays
12 for a substantial award of punitive damages on grounds that the above-captioned Defendants
13 knowing refusal to take timely action to remedy the defects or disclose the dangers have caused
14 Plaintiff and others to suffer horrific injuries and/or death, to motivate these defendants and
15 others to be proactive in placing consumer's safety ahead of pecuniary gain, and to deter these
16 Defendants from continuing to conceal the above-described defects before more persons are
17 severely injured or killed.

18 **XI.**

19 **PRAYER FOR DAMAGES**

20 Wherefore, Plaintiff prays that judgment be entered against Defendants, and each of
21 them, and that damages be awarded as follows:

22 1. For general damages, including but not limited to past and future damages for
23 emotional distress, pain and suffering, per proof;

24 2. For compensatory damages, including but not limited to past and future out of
25 pocket medical expenses and incidental expenses related to Plaintiff's injuries and lost income,
26 per proof;

27 3. For punitive damages;

28 4. For prejudgment interest per law;

- 1 5. For costs of suit incurred in this action; and
2 6. For such other and further relief as this Court deems just and proper.

3 **XI.**

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands a trial by jury in this matter on all issues so triable.

6
7 DATED: MAY 24, 2017

KLOK LAW FIRM, LLC

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